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Chapter I. Introduction and Background

1.0. Purpose of this Manual

The California Student Opportunity and Access Program (Cal-SOAP) is governed by its enabling legislation and several policies and procedures issued by the California Student Aid Commission (Commission) as the designated statewide administrator of the program.

To ensure the integrity and viability of the program, the Commission requires that annually approved Cal-SOAP projects be operated in compliance with the requirements, policies and procedures that are applicable to the program.

This manual is intended to set forth the Cal-SOAP requirements to be followed by staff responsible for administering a CAL-SOAP project approved by the Commission through its annual contracting process. The manual should serve as a first point of reference on the operational requirements of the Cal-SOAP. It is designed to be updated as needed with any new developments applicable to Cal-SOAP.

1.1. Effective Date

Compliance with the policies and requirements as outlined in this manual is effective for the 2004-2005 year and thereafter.

2.0. About Cal-SOAP

The Cal-SOAP was established by the California State Legislature in 1978 for the purpose of increasing postsecondary educational opportunities to certain targeted students by providing them with outreach and related services.

The legislature determined that this opportunity could best be provided by an intersegmental consortium of educational institutions and community agencies which would coordinate existing services and foster the cooperation of the various education segments involved.

2.1. Cal-SOAP Goals

The intent of the Legislature is that the Cal-SOAP will accomplish the following goals:

- Increase the availability of information to students about the existence of postsecondary education and the available sources of financial aid
- Improve students' access to higher education by raising their achievement levels
- Reduce the duplication of services by coordinating outreach efforts

Each Cal-SOAP project activity shall directly or indirectly assist to further the above stated goals.

2.2. Current Cal-SOAP Projects

There are currently sixteen (16) projects at seventeen sites operating under the Cal-SOAP program throughout the state. Each project operates through a consortium made up of secondary, postsecondary schools and community agencies. Cal-SOAP has wide inter-segmental participation from public school districts, high schools, the University of California, California State Universities, Community Colleges, Private Independent Colleges and Universities and other community-based organizations.

Current Cal-SOAP Projects and the dates they were established are:

- East Bay Consortium (1979)
- San Diego and Imperial Counties Cal-SOAP (1979)
- Solano University and Community College Educational Support Services Consortium (SUCCESS) (1979)
- Santa Barbara Consortium (1984)
- North Coast Consortium (1996)
- Sacramento College Horizons Consortium (1996)
- San Jose Consortium (1996)
- Los Angeles Education Consortium (1997)
- Central Valley Consortium (1999)
- Merced County Consortium (1999)
- North Valley Consortium (1999)
- San Francisco College Access Center Consortium (2000)
- Southern San Joaquin Cal-SOAP Consortium (2000)
- Central Coast Consortium (2001)
- South County Gilroy (2003)
- Greater Long Beach Area Consortium (2004)

Even though a Cal-SOAP project may have been in existence for many years, each current and any proposed new project is required to submit a comprehensive project proposal on an annual basis for evaluation and approval by the Commission. More information and requirements relating to the application process may be found later in Chapter V of this manual.

2.3. Law, Policies, and Procedures Governing the Cal-SOAP

All Cal-SOAP projects are required to be operated in accordance with the following:

- California Education Code Sections 69560-69566
- Provisions of the annual contract between the Commission and the Consortia
- Cal-SOAP Policies and Requirements Manual issued by the California Student Aid Commission
- Policy statements issued by the Commission
- Administrative decisions made by the Commission
- Operational bulletins or alerts issued by the Commission

3.0. About the California Student Aid Commission (Commission)

The California Student Aid Commission was created by the California Legislature in 1955. It is the principal state agency in California responsible for administering financial aid programs for students attending public and private universities, colleges, and vocational schools in California. The Commission is also responsible for providing policy analysis and leadership on student financial aid issues. It is responsible for evaluating the effectiveness of its programs, conducting student financial aid research, carrying out long-range planning for program improvement, reporting on total state financial aid needs and disseminating student financial aid information statewide.

The Commission's primary administrative responsibilities include the state's largest intersegmental postsecondary education financial aid program, the Cal Grant program, as well as several targeted grant, scholarship, loan assumption, work-study and outreach programs which includes the Cal-SOAP. The Commission is also the guaranty agency for several federal loan programs which are administered by its auxiliary, EDFUND.

3.1. Authority and Responsibilities over Cal-SOAP

The California Education Code Section 69561 establishes the Commission as the administrator of the Cal-SOAP. In this role, the Commission has the statutory and fiduciary responsibility to:

- Direct, regulate and supervise the overall operations of the Cal-SOAP
- Establish and communicate program participation requirements through manuals, contract agreements, policy statements or procedures
- Determine and approve the funding of each project
- Continually evaluate project performance and adherence to Cal-SOAP goals and program requirements

4.0. About the Cal-SOAP Advisory Committee

The Cal-SOAP Advisory Committee was established by the legislature for the purpose of advising the Commission and project directors on the development and operation of the projects. This includes advice on:

- Funding of projects
- Project activities
- Program policies and procedures
- Program annual statistics

4.1. Composition

The 12 member Advisory Committee is comprised of the following:

- Three representatives of outreach programs representing the University of California, the California State University, and the California Community Colleges, appointed by their respective governing boards

- One representative of private college and universities appointed by the Association of Independent California Colleges and Universities (AICCU)
- One representative of the California Postsecondary Education Commission (CPEC) appointed by that Commission
- Two secondary school staff appointed by the Superintendent of Public Instruction;
- Two persons representing the general public, one appointed by the Speaker of the Assembly and one by the Senate Rules Committee
- Two postsecondary students appointed annually by the California Postsecondary Education Commission
- One college campus financial aid officer appointed by the California Student Aid Commission.

Chapter II. General Program Requirements

1.0. Project Structure and Governance

Every Cal-SOAP project shall be operated through a consortium.

1.1. Composition of the Consortium

The consortium of a Cal-SOAP project shall include at least:

- One secondary school district office
- One four-year college or university
- One community college
- One from the following agencies: a non-profit educational, counseling, or community agency, or a private, accredited vocational or technical school

1.2. Operating Accountability

Each Cal-SOAP consortium shall be accountable for meeting its responsibilities in a competent, conscientious, and effective manner.

1.3. Responsibilities of the Consortium

In general, a Cal-SOAP consortium is responsible for:

- Establishing a governing board
- Coordinating existing services
- Fostering the cooperation of the various education segments involved
- Providing the project with matching support

1.4. Bylaws

The consortium of a Cal-SOAP project shall develop, adopt and operate by a set of rules for governing its own meetings and affairs. The set of rules shall be based on the project's distinct structure, but should have the minimum content listed in the following section 1.5.

1.5. Content of the Bylaws

The consortium's bylaws shall address at a minimum the following areas.

- Name of organization
- Mission
- Membership (current, new, termination, reinstatement, inactive members)
- Governing Board (duties, membership, rules, quorum, voting procedures)
- Officers (duties, election, term of office)
- Committees (executive committee, special, ad hoc)

- Meetings (governing Board, executive committee, open and closed meetings, minutes)
- Fiscal Agent (duties, selection and termination of fiscal agent)
- Cal-SOAP Director (duties, hiring, termination and supervision)
- Conflict of Interest policies

1.6. Governing Board

Each project shall have a consortium that is governed by a board. The governing board shall play an active role in the management and supervision of its respective projects.

1.7. Composition of the Governing Board

The governing board of a consortium shall be comprised of at least one representative from each participating consortium institution. Each person chosen to serve on the board shall have the authority to make decisions for their institution. Each institution shall have only one designated voting member.

1.8. Responsibilities of the Governing Board

The governing board of the consortium shall be responsible for but not limited to:

- Becoming familiar with the Cal-SOAP law and the Cal-SOAP Policies and Requirements
- Ensuring that services provided by the project meet the goals and objectives of the Cal-SOAP
- Ensuring that the Board is operating within the consortium bylaws
- Meeting regularly according to the bylaws schedule and encouraging full attendance by members at all meetings
- Keeping minutes of its meetings
- Securing and maintaining strong working relationship between the board, project director and the consortium members
- Analyzing on an annual basis the effectiveness of the consortium's project activities
- Establishing and maintaining management and operational policies
- Hiring or approving the hiring of a qualified Project Director
- Providing direction and supervision to the Project Director
- Designating a project fiscal agent, if applicable, that is accountable to the consortium and the Commission as outlined below
- Directing the project application process that develops the contract and budget documents for each new fiscal year
- Setting and approving priorities for budgetary decisions that reflect the specific needs of the project
- Soliciting funds from the private sector and corporate sources
- Ensuring that the required level of matching funds is maintained
- Ensuring that adequate internal controls are implemented and maintained
- Ensuring that the Cal-SOAP project is prominently advertised (name and purpose) in all displays, brochures, business cards, etc. and that the Commission is given recognition for its sponsorship role

1.9. Governing Board Chair

The Governing Board Chair shall be an active member and participant in all governing board matters. The chair shall be responsible for but not limited to:

- Presiding over governing board meetings and facilitating the process whereby the board accomplishes its business
- Ensuring that the governing board operates in a manner consistent with its bylaws and any other applicable rules or requirements
- Fostering governing board cooperation and teamwork, including expeditious and frequent communication with all members
- Publicly representing the governing board on policies made and actions taken by the governing board and other matters affecting the governing board
- Setting the agenda (with the assistance of the Project Director) for scheduled board meetings
- Approving any matching resource commitment
- Signing the agreement (contract) between the Consortium and the Commission (along with the Project Director and Fiscal Agent) each fiscal year
- Signing the Cal-SOAP reimbursement requests (along with the Project Director and Fiscal Agent)

1.10. Secondary School Staff Involvement

Processes shall be in place to ensure that secondary school personnel who provide services essential to the target population in preparation for postsecondary education are involved with the activities of Cal-SOAP on a daily basis.

2.0. Project Director

The Project Director must have the background, experience and training necessary to adequately administer a project of its size and complexity. Under the direction of the Governing Board, the Project Director shall administer the daily activities of the project.

2.1. Responsibilities of the Project Director

The Project Director shall be responsible for but is not limited to:

- Scheduling governing board meetings
- Ensuring that the Cal-SOAP project is staffed with an adequate number of qualified persons to satisfactorily carry out the requirements of the program
- Being part of the interview and hiring process for project staff
- Providing supervision to project employees
- Implementing the program as determined by the governing board
- Complying with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the project
- Expending funds in accordance with the applicable state and federal rules and regulations including policies and procedures issued by the Commission
- Maintaining evidence of matching funds

- Submitting reports on fiscal matters and program success as requested
- Retaining records relating to direct expenses and hours of employment for a period of three years and providing these records or any relevant information requested by the Commission
- Purchasing, identifying, and disposing of equipment following appropriate procedures and/or requirements
- Reviewing the project application and contract before submission to the Commission
- Reviewing the project budget to ensure all program and financial components are included before submission to the Commission
- Responsibilities under section 1.9 above and section 3.1 below that relate to the Project Director

2.2. Lead Project Director

Each year the Project Directors shall elect a lead project director who will represent them. The lead project director shall work closely with the Commission Cal-SOAP liaison to communicate project director's issues and concerns.

2.3. Intersegmental Cooperation and Minimizing Duplication via Project Directors Meetings

As a means to stimulate or encourage intersegmental cooperation and focus the outreach efforts of the Cal-SOAP projects into programs and activities that will minimize duplication of effort by individual institutions, the Commission shall schedule meetings with the Cal-SOAP Project Directors as a group. The purpose of these group meetings shall be to:

- Promote cooperation, partnering, mentoring and sharing of resources among Project Directors
- Coordinate outreach activities
- Plan and implement statewide outreach efforts
- Discuss the development of new program initiatives
- Discuss and analyze Cal-SOAP statistics
- Discuss Cal-SOAP policies and program requirements

3.0. Fiscal Agent

When a Consortium uses a fiscal agent, its fiscal activities shall be managed by a member (institution) of the consortium. The member institution must have the ability to carry out the requirements and responsibilities of fiscal management of the project.

3.1. Responsibilities of the Fiscal Agent

The Fiscal Agent shall be responsible for but not limited to:

- Becoming familiar with Cal-SOAP requirements especially as they relate to fiscal matters
- Reporting to the board, keeping the Project Director informed and answering queries about fiscal matters

- Ensuring all financial transactions are in compliance with program requirements, are adequately documented, and auditable
- Implementing adequate fiscal controls to ensure Cal-SOAP funds are safeguarded from unauthorized use
- Overseeing the accounting of receipt and expenditure of funds of the consortium
- Signing the Cal-SOAP agreement between the Consortium and Commission (along with the Chair of the Governing Board and Project Director)
- Signing reimbursement requests (along with the Project Director and Governing Board Chair)
- Monitoring budgets, reconciling ledgers and bank accounts, and ensuring proper fiscal closing
- Establishing processes and procedures that ensure adequate monitoring of purchase requisitions and orders
- Maintaining the records for the inventory of equipment
- Monitoring expenditures for validity of charges, including the time charged by employees to the program

3.2. Fiscal Agent Sources

Some sources for a Fiscal Agent are:

- Participating universities or community colleges
- County Office of Education
- High School District
- Any of the members of the consortium

The fiscal agent's location need not be the project headquarters.

3.3. Written Agreement between Fiscal Agent and Consortium

A written agreement between the consortium and fiscal agent shall be established. The written agreement shall be explicit on the role and responsibilities of the fiscal agent and shall address at a minimum the following:

- Duties to be performed by the fiscal agent and consortium
- Reporting structure (It must be clear that the fiscal agent reports to the Governing Board.)

A written agreement need not be a formal memorandum of understanding as long as the document developed to comply with this requirement includes the above information and is acknowledged by the consortium and fiscal agent.

4.0. Peer Advisors and Tutors

The consortium shall hire eligible peer advisors and tutors and ensure that they have the training and background to provide the services for which they are hired to perform.

4.1. Training and Evaluation of Peer Advisors and Tutors

Project peer advisors and tutors shall be provided with systematic training and be subject to documented supervision and evaluation.

4.2. Peer Advisor and Tutor Eligibility

Peer advisors and tutors are eligible to receive stipends if they meet the following criteria:

- Work with secondary school students*
- Are currently enrolled in a college or other postsecondary school as an undergraduate or graduate student.
- Have demonstrated financial need for the stipend

Compensation to peer advisors and tutors for work other than advising and tutoring may not be counted in the peer advisor and tutoring allocation portion of a project's budget.

*Peer advisors and tutors may work with any other students that are eligible to receive services as outlined in section 5.0 below. But only tutors and peer advisors that work with secondary students may be counted towards the 30% fund allocation requirement.

4.3. Definition of Secondary School

Secondary school is a private or public high school generally involving students in grades 7th through 12th.

4.4. Definition of Currently Enrolled

Currently enrolled, for the purposes of the Cal-SOAP, is defined as having completed the matriculation requirements of a postsecondary college or school and carrying a workload of at least half-time as determined by the institution at which the student is enrolled. A student enrolled in elementary or secondary school is not eligible for a Cal-SOAP stipend even though the student is simultaneously enrolled in an eligible postsecondary college or school.

4.5. Definition of Undergraduate or Graduate Student

A student is considered an undergraduate or graduate student as defined by the school or college in which he or she is enrolled.

4.6. Definition of Demonstrated Financial Need

A tutor or peer advisor must demonstrate financial need in order to be eligible to receive stipends from the Cal-SOAP. A student demonstrates financial need if the student receives or is eligible to receive benefits from any need-based financial aid program. For example, a student who qualifies for or receives any type of need based financial aid (i.e. work study, loans, scholarships), has demonstrated financial need.

5.0. Students Eligible for Services

In order to be eligible to receive Cal-SOAP services a student must meet the following criteria:

- Be a U.S. citizen or legal permanent resident **and**
- Be an elementary or secondary school student **and**
- Be low-income **or**
- Be first in his or her family to attend college **or**
- Be from a school or geographic region with documented low-eligibility or college going rates

Cal-SOAP services may be provided to community college students under certain conditions. Projects may assist community college students in transferring to four-year institutions.

5.1. Definition of Low Income

A student is low income if he or she meets the Income Ceiling Levels scale used by the Commission's Cal Grant B program which is issued to Cal-SOAP projects by February of each year.

5.2. Definition of Elementary School Student

An elementary school student is a pupil in grades K-6 in a private or public school.

5.3. Definition of First in Family to Attend College

For the purpose of this section, a student is first in the family to attend college if the student's parents or siblings never attended college.

5.4. Definition of Schools or Geographic Regions with Documented Low-eligibility or College Going Rates

A school or geographic region that is listed on the Academic Preparation Program Reference and Information System (APPRIS) website, www.appris.org, as a school or region with documented low-eligibility or college going rates.

6.0 Outreach Services

Each Cal-SOAP consortium shall achieve program goals by providing outreach services to the target population described in the law.

6.1. Written Policies

The consortium is required to develop policies that outline what services will be provided and define each service level.

6.2. Definition of Service

Service is defined as an activity that entails giving assistance generally to a student but may include a parent in order to carry out the purpose and goals of the Cal-SOAP.

6.3. Service Promotes Cal-SOAP Goals

Services provided by a Cal-SOAP shall relate to the purpose and promote the goals of the Cal-SOAP as listed under Chapter I, section 2.1, page 1 of this manual.

6.4. Types of Service

Cal-SOAP projects shall address two distinct services, advisement activities and activities that support academic achievement. These two activities are the primary objectives of the Cal-SOAP. The advisement component serves to increase the availability of information on postsecondary schooling, financial aid sources, and work activities to Cal-SOAP eligible students. The activities that support academic achievement are services that help raise the academic achievement levels of eligible students to increase their eligibility to participate in postsecondary education.

6.5. Definition of Advisement

An advisement activity is defined as the process of disseminating outreach information or materials that serve to inform the student or parents about logical or process oriented activities that will assist with accessing postsecondary schooling. Advisement activity may include such things as financial aid workshops, parent and student conferences, mentoring, college application workshops, college tours, or loan counseling.

6.6. Definition of Academic Achievement

An activity that supports raising academic achievement is defined as the process or act of providing instruction to students in a subject matter related to successful matriculation to college. The instruction must take the form of information dissemination in classroom format and the outcome must be measurable to show that learning has occurred. An example of an activity that supports academic achievement is academic tutoring and test preparation.

6.7. Financial Aid Awareness

Financial aid awareness as described in section 7.0 below must be included as part of the advisement activities and shall be considered a basic component of a Cal-SOAP project.

6.8. Minimum Service Levels

A service is considered intensive or general if the service meets the minimum criteria for the particular service as specified below.

6.9. Definition of Contact

The definition of contact is based on the level of service provided as follows:

- **Intensive** - A contact for the intensive service level is defined as providing a service directly to an eligible student generally on a one on one basis.
- **General** - A contact for the general service level is defined as providing a service indirectly to students either through mailings or in a group setting.

6.10. Intensive Outreach Service Activity

An intensive outreach service activity is defined by any one of the following criteria:

- Three or more of the same contacts with the same student
- Ten or fewer students in any type of activity
- An activity that lasts four or more hours with a student that is tracked by a database

6.11. Types of Intensive Outreach Service Activities

Services are considered intensive, if they are directed only to Cal-SOAP eligible students who are in the Cal-SOAP database and receive or participate in the minimum number of activities as outlined in section 6.12 below. Service activities shall be either academic or advisement as defined in sections 6.5 and 6.6 above and may include:

- College advisement
- Academic tutoring
- Summer programs
- Home visits
- Small group conferences

6.12. Students Considered Intensively Served

A student is considered intensively served if the student received or participated in at least three intensive outreach service activities (as defined in section 6.10 above) during the fiscal year. The following are examples of students considered intensively served:

- Student received at least nine tutoring or advisement sessions. Every three tutoring or advisement sessions are considered one intensive outreach service activity.
- Student participated in a group activity of ten or fewer students at least three times. Each group activity of ten or fewer students is considered one intensive service activity.
- Student received three tutoring or advisement sessions, participated in one group activity of ten or fewer students and participated in a campus tour that lasted at least four hours.

6.13. General Outreach Service Activity

A general outreach service activity is defined by any one of the following criteria:

- Two or less of the same type of contact with the same student
- Eleven or more students in any type of activity

- An activity that lasts three or less hours with the students that are not tracked by an existing database
- General academic and advisement outreach provided to students
- Outreach services offered to entire grouping of students that may or may not be designated as Cal-SOAP students but are students at an eligible school

6.14. Types of General Outreach Service Activities

Services are general if they are directed to all (eligible and ineligible) students within a consortium's service area, and are either advisement or academic as defined in sections 6.5 and 6.6 above. General services may include the following:

- Workshops and conferences
- Publications
- Classroom presentations
- College and career information fairs

6.15. Students Considered Generally Served

A student is considered to have received general services from a Cal-SOAP if the student does not qualify to be classified as intensively served.

6.16. Definition of Eligible School

An eligible school is defined as a member of the consortium or an educational institution with documented low-eligibility or college going rates. Eligible educational institutions may be identified by using the data sources search on the APPRIS website (www.appris.org).

7.0. Cal-SOAP Activities and Programs

A Cal-SOAP project must provide the following minimum activities:

- financial aid awareness
- advisement to increase the availability of information for eligible students on the existence of postsecondary schooling and work opportunities
- activities that help raise the achievement levels of eligible students so as to increase the number of high school graduates eligible to pursue postsecondary learning opportunities

7.1. Financial Aid Awareness Activities

Financial aid awareness shall be a basic element of the Cal-SOAP activities and include the following subjects or programs:

- **Cal Grants** - are monetary awards for students who meet certain academic and financial requirements. Cal Grants can be used for any UC, CSU, private college or community college, as well as most vocational schools in California. Visit the California Student Aid Commission website at www.csac.ca.gov for more information.

- **California Cash for College** - is a statewide effort of the Commission/EDFUND and the James Irvine Foundation designed to provide free, professional assistance to families completing the Free Application for Federal Student Aid (FAFSA) and the Cal Grant GPA Verification Form. California Cash for College mobilizes financial aid professionals, primarily from colleges and universities, to help college-bound students and their families complete the forms required for financial aid. Each Cal-SOAP shall coordinate the Cash for College events in their region, or support the efforts of others in conducting California Cash for College activities. Visit the website at www.californiacashforcollege.org for more information.
- **Loan Counseling and Default Prevention** – these activities are associated with the Federal Educational Loan Programs (FFELP) which are the Stafford, Supplement Loans for Students (SLS) and Parent Loans for Undergraduate Students (PLUS). Refer to the EDFUND website at www.edfund.org for more information and available loan default and debt management tools and workshops.
- **Other** – other subjects or programs included in the consortium’s annual program plan and approved by the Commission.

7.2. Advisement and Support for Academic Achievement Activities

The primary objectives of the Cal-SOAP are to increase postsecondary educational opportunities by increasing the availability of information and improve students’ access to higher education by raising their achievement levels. Based on these objectives, advisement and support for academic achievement activities shall be basic elements of the activities and services of a Cal-SOAP project. The following are activities or programs that accomplish these objectives:

Required

- **Transfer: Making It Happen (TMIH)** - The TMIH program was enacted in 2000 to encourage high school and community college students to seek educational opportunities past graduation. The legislature selected the Cal-SOAP to act as the coordinating partner in collaboration between California Community Colleges, California State University, University of California and Private/Independent colleges. Cal-SOAP projects shall include this program in their activities and administer it according to the law and the policies and procedures outlined in the “Transfer: Making It Happen Planning Manual” issued by the Commission on March 1, 2002.
- **Academic Tutoring** - The project’s activities shall include tutoring services such as one on one tutoring. The consortium may also include test preparation workshops for advanced placement courses, ACT, SAT, PSAT, essay workshops etc.
- **I’m Going to College (IGTC)** - The “I’m Going to College” program was developed in 1990 by the California Association of Student Financial Aid Administrators Early Awareness Committee to motivate fourth grade students and their parents in low-income and/or underserved areas to go to college. Generally an elementary school and a local college/university become partners to educate teachers, students and parents about what it is like to attend college. The program culminates with the entire group of children visiting the partner campus. During the day-long visit, they attend specially-designed classes to give them a taste of what it’s really like to be in college. Most of the participating students will be first-generation college students and their parents may never have been on a college campus before. This program shall be administered according to the “I’m Going To College Workshop” binder, dated January 15, 2002.

- **Other Advisement and Support for Academic Achievement** - Other advisement and support for academic achievement activity included in the consortium's annual program plan and approved by the Commission.

Recommended

- **College: Making it Happen (CMIH)** - College: Making It Happen is a program designed to communicate to families and school educators the importance of early academic and financial planning in order for middle school children to have choices after high school graduation. Refer to the California Educational Round Table Intersegmental Coordinating Committee's website at www.certicc.org for more information.

Chapter III. Funding, Budget, Expenditures, and Reimbursement

1.0. Funding

Each consortium shall apply for funding on an annual basis through an application process.

1.1. Funding of a Cal-SOAP Project

Approval for continued annual funding for a Cal-SOAP project shall be based on an evaluation of the consortium's annual program plan and demonstrated compliance with the rules and requirements set forth by the California Student Aid Commission. The evaluation includes an assessment of whether the consortium is meeting all program goals and requirements of the Cal-SOAP program including the requirements as set forth in this manual. The evaluation will also include an assessment of any outstanding compliance issues and whether corrective measures have been implemented.

1.2. Sources of Funding

Funding for a Cal-SOAP project is derived from the following sources:

- Student Loan Operating Fund – the revenue from this fund is derived from the Commission's participation in the Federal Family Educational Loan Program (FFELP).
- Matching contributions from consortium members – contributions from this source may be cash or in-kind.
- Other – any other sources from which a consortium may obtain funding that is not included in the two sources listed above.

1.3. Carry Over of Funds

Each project shall be funded annually based on proposals submitted by each consortium. Funds that are unclaimed at the end of the fiscal year cannot be carried over from one fiscal year to the next. These funds shall revert to the State and can no longer be claimed.

2.0. Matching Funds Requirements

The funding provided by the Commission to a consortium for the operation of a Cal-SOAP project shall be matched by other sources of funds.

2.1. Definition of Matching

Matching funds are contributions either in cash or in-kind which are used to match the funds provided through the Cal-SOAP agreement. Matching contributions may come from federal, state, local, or private resources, members of the sponsoring Consortium, or education related

institutions. Funds provided by the Commission directly or indirectly may not be used as matching funds.

2.2. Matching Contribution Criteria

The contributions used for matching shall meet the following criteria:

- Be directed to Cal-SOAP eligible students as defined by Cal-SOAP law
- Be related to the goals and objectives of the Cal-SOAP project

2.3. Ratio

The consortium shall match the funds provided by the Commission by a minimum of 1:1. The consortium is encouraged to increase the matching resources to at least 1:1.5.

2.4. Cash Contributions

Cash contributions are actual cash that is contributed towards general project operations or specific project activities can be considered a match.

Cash contributions are required to be deposited into the Cal-SOAP checking or fund account in order to be considered a cash contribution match.

2.5. In-kind Contributions

In-kind matching funds are the value of services; facilities, equipment etc., provided by an institution, a group of individuals, or an individual for which the consortium would otherwise be required to pay. The value of the contribution is the fair market value of the item or service on the date of the contribution. The fair market value is the price that an item would sell for or services would cost on the open market.

2.6. Funds Considered Matching

Funds that qualify as a matching contribution shall meet one of the three criteria of a matching fund as listed in above in Section 2.2.

The following are considered a direct fund match:

- Salaries and fringe benefits for student employees to provide services through the Cal-SOAP project (i.e., guidance-aides working in schools or colleges under the auspices of the Cal-SOAP project)
- Salaries for institutional employees who are assigned to the Cal-SOAP project
- Cost of supplies of Cal-SOAP related activities (i.e., duplication, printing, office supplies, etc. for the utilization of the Cal-SOAP project)
- Mileage for student and institutional employees to provide services through the Cal-SOAP project
- Cost of institutional space donated to the project for full-time or part-time use
- Cost of institutional furniture donated to the project for full-time use at the central headquarters

2.7. Funds Not Considered as Matching

The following are considered indirect non matching funds:

- Salaries and fringe benefits for student employees to provide services which are institutional-specific (i.e., students who are recruiting for a specific institution)
- Salaries for institutional employees to provide institutional-specific outreach activities (i.e., as outreach officer's time spent on recruiting students for his/her institution and participating in college fairs)
- Costs of supplies which are institutional-specific (i.e., institutional recruitment materials)
- Mileage for student and institutional employees for institutional-specific outreach activities
- Cost of institutional space donated to the project on a casual basis
- Cost of institutional furniture donated to the project on a casual basis

3.0. Stipends for Peer Advisors and Tutors

Not less than thirty percent (30%) or the equivalent of the annual Cal-SOAP project funding shall be allocated for stipends to project peer advisors and tutors. This amount may be a combination of state funds and matching funds. Matching funds may include the institution's portion paid toward college work-study students.

Compensation to peer advisors and tutors for work other than advising and tutoring to secondary school students may not be counted in the peer advisor and tutoring allocation portion of a project's budget.

3.1. Definition of Stipend

A stipend is considered a method of payment for services provided by peer advisors and tutors. The amount of the stipend shall be locally determined.

4.0. Project Budget

A project budget shall express the operating plan in terms of the costs of activities to be undertaken to achieve specific goals and objectives.

4.1. Preliminary Budget

The preliminary budget represents the anticipated costs of carrying out expected levels of services and activities for the year and is submitted as part of the annual program plan.

4.2. Final Budget

Each project must submit a final budget by October 1 of each fiscal year. The final budget shall reflect the most accurate projection of costs for the project's planned activities as outlined in the consortium's annual program plan and will include any changes or adjustments made and approved by the Commission.

4.3. Changes to Final Budget

Changes to the final budget may not be made unless special arrangements have been made with the appropriate Commission staff. The Chief of Outreach and Training must approve any line item revision in excess of 10% of a budget category, prior to the expenditure of the funds.

4.4. Budget Funding Contingency

Funding for Cal-SOAP projects shall be contingent on sufficient appropriation of funds by the Legislature. In the event that the State's Budget Act of the current year and/or any subsequent year does not appropriate sufficient funds for the program, the Commission/State shall have no liability to pay any funds whatsoever to the consortium or to furnish any other considerations under the Cal-SOAP agreement and the consortium shall not be obligated to perform any provisions of the agreement. The Commission may choose to cancel the agreement with no liability to the state or offer an agreement amendment to the consortium to reflect a reduced budget allocation.

4.5. Definition of Appropriation

Appropriation is an authorization from a specific fund to a specific agency or program to make expenditures or incur obligations for a specified purpose and period of time.

4.6. Definitions of Budget Categories and Line Items

The project budget includes several categories of costs. Categories are defined as groupings of related objects of expenditure (goods or services). The project budget categories include various cost line items. Line items are sub-classifications of expenditures based on type of goods or services.

4.7. Reporting Budget Expenditure Categories and Line Items

Costs shall be reported grouped in the categories and line items as indicated below.

Staffing

- **Administrative** - salaries or portions of salaries applicable to general administration (including clerical) of the project
- **Consultant and Professional** - salaries or portions of salaries applicable to consultant or professional staff are reported here. Use of staff included in this category must be explained in the current year's application proposal.
- **Program Services Staff** - salaries or portions of salaries applicable to program services; may include tutor supervisors, coordinators and the portion of the Project Director's salary that involves tutoring and advising
- **Students** - Stipends to students who work directly in an advising/counseling/mentoring/tutoring capacity with students participating in the program
- **Work-Study** - stipends paid to work-study students who work directly in an advising/counseling/mentoring/tutoring capacity with students participating in the program

Benefits

- **Administrative** - expenditures that include: 1) Worker's Compensation, 2) unemployment insurance tax, 3) social security, 4) medical and dental insurance, 5) retirement and 6) fringe benefits for general administration of the project
- **Program Services Staff** - the benefits associated with the salaries for program service staff indicated above
- **Students** - benefit expenditures shown above specifically for student personnel

Operating

- **Communications** - costs incurred for telephone, fax, and internet services and other methods of communication to facilitate Cal-SOAP project activities
- **Indirect Costs** - costs incurred for services rendered by a fiscal agent may not exceed eight (8) percent of the total funds provided under the Cal-SOAP agreement by the Commission for the project. Other expenditures include recruitment costs, liability and property insurance, advertisement, dues, membership fees, and equipment repairs.
- **Mileage: Administrative** - Incurred mileage expense by administrative staff for attending meetings and activities relating to the Cal-SOAP project such as campus field trips, group travel, etc. (refer to consortium agreement for mileage claim rate)
- **Mileage: Program Services Staff** - incurred mileage expense by program services staff
- **Mileage - Students**: incurred mileage expense by student personnel
- **Postage** - postage expense incurred for the support of the Cal-SOAP program
- **Rent** - cost of rental space for the Cal-SOAP project office, if applicable. (Rental space for one-time events such as workshops and conferences shall be listed under "Other," with an explanation.)
- **Staff Development** - incurred expenses for the purpose of training student personnel, program services staff and administrative staff to support the Cal-SOAP Program
- **Travel** - incurred travel in-state and out-of-state costs such as lodging, airfare, rental car, and taxi to facilitate Cal-SOAP activities. Prior to departure, the State Contract Manager must approve (out-of-state travel)
- **Utilities** - costs incurred to operate the Cal-SOAP project office

Supplies

- **Office** - supplies and copying expenses incurred for the administration of the Cal-SOAP project. (Examples: binders/and filing supplies, desk accessories, computer supplies, envelopes, paper, etc.)
- **Program Services Staff** - supplies and copying expenses incurred for the support of program services staff to administer the Cal-SOAP project activities
- **Student Participants** - expenditures for supplies, such as file folders, campus folders, catalogs, flyers, instructional materials utilized solely by program participants
- **Printing and duplicating** - actual costs incurred in the printing of Cal-SOAP project materials

Equipment

- **Computer** - purchase of computer equipment
- **Copy Machine** - purchase of copy machines
- **Printer** - purchase of printer
- **Rentals** - rental costs for computers, copy machines, etc.

Program Services

Expenditures included in this category shall be financial support for intersegmental services or activities, such as Summer Bridge, College: Making It Happen, Summer Leadership Academy, etc. Also, related production costs incurred for Cal-SOAP services or activities that do not fit in the listed categories shall be included in this line item.

Program Services Expenditures in the Application Proposal

Expenditures reported in the program services category of a project budget shall be itemized and explained in the annual program plan proposal.

Other Expenditures

Other expenditures category shall include any other expenditure which does not fit into any of the other expenditure categories or line items listed. Examples for this category are: office furniture such as file cabinets, chairs or desks, one time rental space expenditures, etc.

Explanation of Other Expenditures

A list and explanation for the expenses in the other expenditures category shall be included as an attachment sheet to the budget form.

4.8. Fiscal Services Expenditure Cap

Up to eight percent (8%) of the state funds received by a consortium may be expended for actual costs incurred for fiscal services. Any balance of the actual costs for fiscal services may be claimed as an in-kind match.

4.9. Encumbrances

Project funds shall be encumbered within the applicable fiscal year. Encumbrances shall be expended no more than 60 days from the end of the fiscal year, June 30. Services shall be encumbered and started within the same fiscal year.

4.10. Definition of Encumbrance

Encumbrance is an obligation placed on an appropriation to pay for goods or services that have been ordered by means of contracts, salary commitments, etc. but not yet received.

5.0. Reimbursement of Costs

Services provided by the consortium shall be paid through an actual cost reimbursement process. Only expenses incurred for activities outlined in the consortium's annual program plan are eligible for reimbursement. In addition, only those that are in compliance with the Cal-SOAP requirements are eligible to be reimbursed.

5.1. Definition of Reimbursement

Reimbursement is an amount received from the Commission for payment of the actual cost of work or service performed. For the purposes of this section, reimbursement represents the recovery of expenditures.

5.2. Invoices (Reimbursement Requests)

Invoices, for the purpose of Cal-SOAP, are hereafter referred to as reimbursement requests. The reimbursement requests shall include the agreement number and award amount and shall be generated using the Commission's Statewide Cal-SOAP Database System. Please refer to Chapter IV, sections 4.7 - 4.9, page 8 for more information on reimbursement requests.

5.3. Adjustments to Reimbursed Costs

During the fiscal year, if a cost adjustment needs to be made to the amount on an invoice reimbursed by the Commission, the consortium shall use the subsequent reimbursement invoice to make the adjustment(s) needed. If the adjustment occurs after the fourth quarter close-out reimbursement invoice has been paid, the funds shall be returned to the Commission along with a letter identifying the budget line item(s) that need adjustment and the reason for the adjustment (i.e. results of a compliance review, own internal review, vendor refund etc.).

5.4. Frequency and Payment of Reimbursement Requests

Reimbursement requests shall be submitted at least once per quarter in arrears. Reimbursement requests may be submitted no more frequently than monthly.

5.5. Prompt Payment

Payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

5.6. Reasons for Withholding Payment

Payment of reimbursement requests shall be withheld if any currently required report has not been submitted. Refer to Chapter IV for reporting requirements.

5.7. Expenses Ineligible for Reimbursement

The following are considered ineligible for reimbursement under Cal-SOAP:

- Costs for trips to amusement parks, sports events, theater or any activity that would be considered for leisure or amusement
- Any non-educational related activity that does not promote the goals of the Cal-SOAP
- Scholarships to students
- Non-program related services and equipment to Cal-SOAP members and staff
- Providing food services to other than eligible students and parents participating in a Cal-SOAP activity
- Automobile purchases

- Unapproved trips to non-partner colleges unless colleges are within the consortium's geographic target area as specified in its approved APP.
- Unapproved Cal-SOAP staff attendance at training, workshops, seminars, retreats or conferences
- Unapproved out of state travel

5.8. Reimbursement Restrictions

In addition to any other requirements relating to reimbursement of project costs are the following reimbursement restrictions.

- **Purchases over \$2500** – The consortium shall request prior authorization, in writing, from the State Contract Manager, for any purchase order or subcontract exceeding \$2500 for any articles, supplies, equipment or services. The request must include all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted or adequate justification provided for the absence of bidding.
- **Staff Training & Attendance at Workshops, Seminars or Conferences** – The Commission reserves the right to approve Cal-SOAP staff attendance at any reimbursable training, seminar, workshop, or conference.
- **Program Publicity** - The Commission reserves the right of approval for any reimbursable publicity or educational materials that will be made available for distribution.

6.0. Equipment

The following policies and requirements are applicable to equipment purchased partially or totally with state funds.

6.1. Equipment Identification

Equipment items to be purchased using state funds under the terms of the agreement shall be identified with an appropriate identification tag and the brand name, cost, date of purchase, identification/serial number, etc. listed on an Equipment Inventory Report. The Equipment Inventory Report shall be provided to the State Contract Manager and updated whenever additional equipment is purchased or equipment is disposed of in accordance with procedures established by the State Contract Manager. No equipment budget line will be established with a dollar value of less than \$50.

6.2. Equipment Insurance

All equipment purchased under the terms of the Cal-SOAP agreement shall be insured in an amount equal to its fair market value and evidence of such insurance coverage shall be maintained by the project and provided upon request.

6.3. Equipment Expenditures

All expenditures for equipment shall be made during the term of the agreement. Purchases over \$2500 shall have prior approval from the Commission (refer to Reimbursement Restrictions, section 5.8 above).

6.4. Fourth Quarter Equipment Purchases

Equipment purchases in the fourth quarter shall be submitted to the Commission for approval prior to purchase.

6.5. Title to Equipment and other Assets

Title to all assets, including equipment, supplies, furniture, etc., purchased with state funds, shall vest with and remain the property of the Commission. Upon termination of the agreement (including non continuing projects), such assets shall be returned to the Commission.

6.6. Relocation of Equipment

Equipment procured or provided under the terms of the agreement shall not be relocated from the consortium's designated address without prior written approval from the Commission.

6.7. Bid Process for Purchase of Equipment

The consortium shall use a competitive bid process when procuring/purchasing equipment and some supply items. The consortium must obtain at least three bids or price quotes for all equipment purchases with a unit cost of \$2500 or more. Documentation of the consortium's procurement activities are subject to the examination by the State (either Commission or Bureau of State Audits staff) and shall be maintained by the consortium for a period of three (3) years after final payment is received by the consortium on the agreement.

6.8. Required Equipment Information

The consortium agrees to supply necessary information related to equipment purchased under the terms of the Cal-SOAP agreement for the purpose of the State filing a Financial Statement pursuant to the State of California Uniform Commercial Code.

6.9. Disposition of Equipment

Under no circumstances shall any major or minor equipment purchased under the terms of the agreement be disposed of in any way without prior written authorization from the State Contract Manager. Upon receiving such written permission, the disposition shall be documented within the Equipment Inventory Report and the documentation maintained for a period of three (3) years after final payment is received by the consortium on the contract.

7.0. Travel Expenses

The following policies are applicable to travel expenses reimbursable through the Cal-SOAP.

7.1. Travel Expense Reimbursement Rates

Travel expenses shall be reimbursed in accordance with rates set by the State's Department of Personnel Administration. These rates can be found at <http://www.calregs.com> – California Code of Regulations, Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, DPA Rule 599.619 (meals and lodging) and DPA Rule 599.631 (mileage).

7.2. Out of State Travel

The Consortium shall obtain written authorization from the Commission's State Contract Manager for any out of state travel.

Chapter IV. Data Collection, Retention, and Reporting

1.0. Student Information System

Each consortium shall maintain a comprehensive student-specific information system on students receiving services through the program. This system shall be referred to as the Commission's "Statewide Cal-SOAP Database System." The consortium shall follow the procedures set forth in the database system's user manual provided by the Commission.

1.1. Purpose of the Student Information System

The purpose of the student information system is to allow the participating Cal-SOAP Consortia to accurately and efficiently collect and track data, as well as to generate reports and important statistics. The data to track shall include both required elements as well as those specific to each consortium.

1.2. Responsibility of the Consortium for the Database System

Each consortium shall be responsible for the following:

- Entering the required data including any data specific to the consortium based on the guidelines provided in the "Statewide Cal-SOAP Database System" user's manual
- Maintaining the database which includes backing up data on a regular basis and ensuring the accuracy of the data being entered and stored
- Generating and submitting the Commission's required reports using the database system

1.3. Uses for Data Collected

Data captured in the system shall be used to:

- Provide a basis for evaluations of the program by the project and by the Commission
- Report the required Cal-SOAP budget, expenditure and activity information to the Commission as required
- Provide information to supporting institutions (partners) in their outreach to a project's target population

1.4. Students Tracked

Each Cal-SOAP project shall collect data on each student who received intensive services through the program.

1.5. Required Data Elements

Each consortium shall collect the required student specific data elements outlined in section 5 of the "Statewide Cal-SOAP Database System" user manual.

1.6. College Going Rates

Each consortium shall collect college-going rates for eligible Cal-SOAP students receiving intensive services as defined in Chapter II, section 6.9, page 8 of this manual. Only seniors who have received intensive services during their senior year in high school can be counted in the college going rate.

1.7. Exit Interviews

An exit interview shall be conducted with each graduating senior who has received intensive services through the Cal-SOAP. In addition, each intensively served senior must complete an exit interview form that includes specifically required information as shown in Section 5, Table 2 of the Statewide Cal-SOAP Database System Users Manual.

Exit interviews shall be conducted by at least a part-time staff member and may be conducted either individually or in groups.

1.8. Exit Interview Financial Aid Component

The exit interview shall provide the graduating senior with information on available financial aid options.

1.9. Exit Interview Follow-up

Follow-up shall be conducted on each student for which an exit interview was conducted to verify whether the student actually enrolled in college. This follow-up shall be conducted no later than August through October following the end of the fiscal year (June 30). The results of this follow-up shall be entered into the Cal-SOAP database and reported to the Commission via the College-Going Rate report due in the year-end report packet of the subsequent fiscal year. Only the number of students who actually filled out the exit interview form shall be reported. And in order to be consistent with the college going rates reported by the California Postsecondary Education Commission (CPEC), the consortium shall report only those students who attended college in the fall after high school graduation. In addition, only college attendance verified by a family member, student or college shall be counted in the College Going Rate report.

2.0. Record Maintenance and Retention

Cal-SOAP records shall be maintained and retained in accordance with the policies listed below.

2.1. Record Maintenance

The consortium shall maintain current, complete and accurate records. Records shall be maintained in a systematically organized manner. The consortium may keep required records in hard copy, microfilm, computer file, optical disk, CD-ROM or other media format provided that all record information shall be retrievable in a coherent and legible hard copy format or in other media formats acceptable to the Commission.

2.2. Record Retention Period

Unless otherwise noted, Cal-SOAP records shall be retained for a minimum of three years from the close of the fiscal year (90 days from June 30) for which the record pertains. Records pertaining to a period of time that is under review by the Commission's compliance staff shall be retained until the satisfactory conclusion of the compliance review.

2.3. Security and Confidentiality of Data Collected

The consortium shall establish policies and procedures to comply with the Commission's Privacy Policy for the protection of student information (available for review on the CSAC website at www.csac.ca.gov). In addition, the consortium shall ensure that data relating to the Commission's Statewide Cal-SOAP database is protected in all of its forms, on all media, during all phases of its life cycle, from unauthorized or inappropriate access, use, modification, disclosure, or destruction. This includes, but is not limited to, implementing and maintaining adequate security controls governing access to Cal-SOAP information and related information systems.

2.4. Minimum Required Documentation

Documentation shall be retained to validate the transaction or activity. A consortium shall also account for the receipt and expenditure of Cal-SOAP funds in accordance with generally acceptable accounting principles and practices.

Program records shall be maintained that document:

- Administration of the Cal-SOAP project in accordance with all applicable requirements
- Information in its application for Cal-SOAP funding including records that support the information included in the annual program plan
- Information entered into the Cal-SOAP database and reported to the Commission
- The eligibility of students receiving services and student tutors providing services

Fiscal records shall be maintained that include but are not limited to:

- Financial records that reflect each Cal-SOAP transaction
- General ledger control accounts and related subsidiary accounts that identify each Cal-SOAP project transaction and separate those transactions from all other non Cal-SOAP related activity

2.5. Examples of Minimum Required Documentation

The records that a consortium shall maintain include but are not limited to:

- **Governing/Executive Board Meetings** – copies of the minutes of the meetings which include the results of the decisions made and actions taken.
- **Advisement or Academic Activities** – records that support and verify the activity. For example, records with the date and time of the activity, type of activity, name of student or list of students receiving the service, and the staff providing it.

- **Student eligibility** – documentation that supports the eligibility of the student(s) to receive services
- **Services Provided** - documentation of the services the student received
- **In- Kind Contributions** - records that include the calculations and information used to determine the value of the in-kind match per member agency
- **Cash Contributions** – records that document the amount and source of the agency's cash contributions
- **Salaries and Benefits** – payroll records showing salary and benefits
- **New Equipment, Furniture and Supplies** – an invoice or a listing attached to a cancelled check. Documentation that the purchases or disposition of equipment was reported to the Commission.
- **Used Equipment, Furniture and Supplies** – information on the fair market value of the item(s) donated and documentation or process used to determine the amount
- **Space** - documentation of the space contributed and its value. Value must be based on the institution's costs.
- **Peer Advising and Tutoring** – records that document the costs
- **Internal Controls** – information that documents the consortium established internal controls such as policies and procedures manuals

3.0. General Reporting Requirements

Each consortium shall submit reports that are complete and accurate. Reports are not considered complete unless all the requested information is provided, including any required signatures. Incomplete reports shall be returned and will delay any pending reimbursement requests.

3.1. Report Formats

Unless otherwise indicated, all required reports shall be submitted using the Commission's Statewide Cal-SOAP Database System and as specified in the database user's manual.

3.2. Timeliness of Reports

All reports are to be submitted timely and by the specified due date.

3.3. Extensions for Submitting Reports

Reporting extensions may be requested in extreme circumstances. A request for an extension must be received in writing 30 days prior to the end of the reporting period. The granting of any extension is at the sole discretion of the Commission. The consortium shall be notified in writing if an extension is granted.

4.0. Required Reports and Due Dates

Cal-SOAP reports are required to be submitted on a regular basis by the consortium during the fiscal year. The specific reports and their due dates are outlined below. More information on

the construction and data elements for each report may be found in the Statewide Cal-SOAP Database System User's Manual.

4.1. Fiscal Year Definition

Cal-SOAP reporting is based on a state fiscal year of July 1 to June 30 with the end of each quarter being September 30, December 31, March 31, and June 30.

4.2. Data Input Forms

Required data elements for the required reports shall be collected. The consortium may develop its own forms to collect the required data or use the sample input forms provided in the Cal-SOAP Database System User's Manual.

4.3. Student Component Reports

Four standardized student reports are required to be submitted to the Commission. In addition to these four reports there are two optional but highly recommended reports that each Consortium should generate for its own internal use. Please refer to the database user's manual for information on the two optional reports.

- **Student Population Background Report** - The Student Population Background report provides the number of students who have received intensive services during the selected fiscal year. The report also provides the number of students by ethnicity and gender, and by eligibility reason and gender. Please refer to Chapter II, section 6.9, page 8 of this manual for a definition of intensive services.

The student population background report shall be submitted once within 90 days from the end of the fiscal year.

- **College-Going Rate Report** - The College Going Rate Report provides the college-going rates for students who have received "intensive" services during their senior year in high school. In addition, the report also provides, for those students who do not go on to college, the numbers and percentages of those who do not go because of work, lack of money, low grades, and other reasons, like travel, and military.

The college going rate report shall be submitted once within 90 days from the end of the fiscal year.

- **College-Going Rate County Comparison Report** - The county comparison report for college going rates provides the rates of Cal-SOAP students receiving intensive services during their senior year in high school, for each county, in comparison to the rates of **all** students in the county. Information on college-going rates for the counties can be obtained from the www.cpec.ca.gov website.

The county comparison report for college going rates shall be submitted once within 90 days from the end of the fiscal year.

- **Activity Report** - The Activity Report is separated into two categories: advisement and academic. The activity reports provide information on the intensive or general services provided to students and/or parents.

Both the advisement and academic activity reports shall be submitted as part of the Annual Program Plan and twice a year thereafter. The midyear activity reports are due no later than within 30 days from the end of the 2nd quarter. The year end reports are due within 90 days from the end of the 4th quarter.

4.4. Budget Component Reports

The budgeting process of the Cal-SOAP requires that several reports relating to budget, expenses and reimbursements be prepared and submitted to the Commission on a regular basis. The four budget-related reports are described below.

- **Budget Report** - This report provides what it will cost to operate the consortium's Cal-SOAP project. A preliminary budget report is submitted before the start of the fiscal year. This preliminary budget is the budget estimate provided during the application process and is submitted as part of the Annual Program Plan. Budget updates and revisions to the budget which includes any fund augmentation or change in the amount of matching contributions are submitted on a quarterly basis.

The budget report shall be prepared and submitted once before the start of the upcoming fiscal year in April as part of the Annual Program Plan and quarterly thereafter. The quarterly budget reports are due within 30 days from the end of each quarter with the exception of the 4th quarter which is due within 90 days from the end of the fiscal year.

- **Reimbursement Request** - Project expenses shall be reported on the Reimbursement Request. The reimbursement request serves as the vehicle for reimbursement of project expenses. The Commission staff will analyze the request and compare it to final proposed budgets and activity reports submitted at the beginning of the program year. Consortium projects shall submit a reimbursement request as required whether or not funds are being requested.

Reimbursement requests shall be submitted on a quarterly basis and within 30 days from the end of each quarter with the exception of the fourth quarter. The fourth quarter is considered a "close-out" quarter and the reimbursement request is used to close out the expenses for the year. The fourth quarter reimbursement request must be submitted within 90 days from the end of the fiscal year.

Although reimbursement reports are required to be submitted quarterly, the consortium may submit reimbursement reports monthly.

- **Matching Resource Contribution Summary Report** - The Matching Resource Contribution Summary Report details the contributions toward the operations of the Cal-SOAP project that the consortium partners have provided for the fiscal year.

The Matching Resource Contribution Summary Report shall be submitted twice. The first report which provides details about the contributions that have been pledged by the

consortium's partners is due with the annual program plan. The second report that provides the actual contributions made by the consortium's partners is due within 90 days from the end of the fiscal year.

- **Equipment Inventory Report** - The consortium shall report on the Equipment Inventory Report, any purchases of equipment. This report shall also be used to report in advance any proposed disposition of equipment. The Equipment Inventory report shall be used to reconcile equipment requests made and submitted to the Commission throughout the fiscal year. Refer to Chapter III, section 6.0 for the policies and requirements relating to equipment, including requesting equipment identification tags.

The Equipment Inventory Report shall be submitted within 30 days from the purchase of any equipment with a cost of over \$50. In addition, a final year end Equipment Inventory Report shall be submitted within 90 days from the end of the fiscal year.

4.5. Year-End Report Packet

The consortium shall submit a year-end report packet that includes a narrative that is a comprehensive overview of the project's activities and accomplishments for the year. The report shall represent a brief recap of the year's activities and statistics, focusing on changes during the year.

The Year-end Report Packet shall be submitted within 90 days from the end of the fiscal year and include the following:

- Brief and comprehensive overview of the projects activities and accomplishments during the year
- Brief statement of the success of the project's activities and the criteria used for evaluation
- Student Population Background Report
- College-Going Rate and County Comparison College Going Rate Reports
- Year-end Activity Reports
- 4th Quarter Budget Report
- 4th Quarter "Close-out" Reimbursement Request *
- Year-end Matching Resource Contribution Summary
- Year-end Equipment Inventory Report

* The 4th quarter "Close-out" Reimbursement Request may be submitted separately and prior to the due date for the Year-end Report Packet.

5.0. Other Required Information

Other information is required to be submitted to the Commission on a regular basis. The required information is listed below.

5.1. Consortium Meeting Schedules, Notices and Minutes

Project Directors shall send copies of their Consortium's meeting schedule, notices and minutes.

5.2. Consortium Cal-SOAP Articles, Reports or Advertisements

Any articles in print, or reports on radio and television about Cal-SOAP events shall be forwarded to Commission staff. The information shall be forwarded electronically when ever possible.

5.3. Changes to Pertinent Consortium Contacts

Any changes to pertinent consortium contacts shall be reported to the Commission within 10 days of the change.

6.0. Other Data Provisions

There are other provisions relating to data that are applicable to a Cal-SOAP. Those provisions are listed below.

6.1. Ownership of Data

Data developed for the Cal-SOAP agreement shall become the property of the State. Subject to the right of the Consortium to publish in academic and scholarly journals, it shall not be disclosed without the permission of the Commission. Each report shall also become the property of the State and, subject to the Consortium's academic freedom to publish, shall not be disclosed except in such manner and such time as the Commission may direct.

6.2. Copyright

The copyright to all materials produced as a result of the Cal-SOAP agreement shall belong to the State of California. The Consortium assigns all rights, title and interest, including the copyright to any works created pursuant to the Cal-SOAP agreement on all publications of such work. Subject to the right of the Consortium to use such works, the State may license the others to reproduce and disseminate copies of such work.

Chapter V. Annual Program Plan and Contract

1.0. General Information

One of the most important steps in the continued funding and approval of a Cal-SOAP project is the annual submittal and evaluation of a comprehensive, complete, and accurate annual program plan.

1.1. Purpose

The Cal-SOAP annual program plan serves to:

- Provide the individual Consortium with a vehicle for program description and evaluation
- Provide a formal environment, in the form of an application, in which the Consortium can plan its program for the upcoming fiscal and academic year
- Provide the necessary and required information to the Commission for review and evaluation to determine initial or continued funding of the consortium's Cal-SOAP project

1.2. Planning Process

Preparation for completing the Annual Program Plan must include a planning process. The planning process is an opportunity for the consortium to review its collaboration efforts and consider any changes to its programs, partners, service sites, etc. The planning process may include, but is not limited to, the following:

- A review of the agencies participating in the project
- A review of the students and schools to be served by the project to confirm continued eligibility
- Consideration of the ways in which the project will reduce duplication and related costs
- Confirmation of the secondary school staff who will be involved in the daily operations of the project as required by law
- Planning continued coordination of the activities of the project with existing educational opportunity programs
- Consideration of the project's database requirements and maintenance needs
- Methods for assessing the project's impact

1.3. Significance of the Annual Program Plan

The Annual Program Plan is the document that describes the plan of operation for a Cal-SOAP project. It is a request for funding and a commitment to a contractual agreement with the Commission and State of California to provide the services as outlined in the plan and within the budget presented. It details among other things, planned program activities, budget requirements and consortium structure. It also identifies any changes or new developments in a project's programs and activities. The annual program plan is incorporated into the contractual agreement with the Commission as a description of the scope of work to be performed for the funding provided.

2.0. Annual Program Plan (APP) Format and Review

A Cal-SOAP project's annual program plan (APP) shall be submitted in the format determined and issued by the Commission. The Commission will review each APP submission to determine if the planned activities and programs meet the objectives and support the goals of the Cal-SOAP. The following section provides the requirements of the APP.

2.1. Introductory Section / Title Page

The introductory section, also called the title page, of the annual program plan shall provide the Commission with a list of the key persons responsible for the operation and management of the consortia and project activities. The information includes the following:

- Headquarters' information including the project director's name, address, telephone number, fax number, e-mail address and website, if available
- Fiscal agent (identify what institution or agency the fiscal agent represents) with phone number, fax number, and email address for the contact person who will be responsible for Cal-SOAP fiscal matters
- Consortium Governing Board Chairperson including telephone number and e-mail address

The above information must be maintained current with the Commission. Any changes to the above information during the fiscal year shall be submitted to the Commission within ten (10) days of the change.

2.2. Demographics of Consortium Service Area Section

- **School Information** - The APP must provide demographics of the consortium service area and shall include a list of the schools and students the project plans to serve. This information is found in the Academic Preparation Program Reference and Information System (APPRIS) database and can be accessed through the following internet address: www.appris.org. The required format to report this information is provided by the Commission.

This information should be used by the consortium as a planning tool to ensure the project is providing services in the appropriate schools. The Commission will use this information as an assessment tool and will use the data from this section to update the Cal-SOAP section of APPRIS with current schools served. The information provided shall include:

- School district name and the name and address for each high school, middle school, and elementary school in each district
- Total number of students served, broken down by school
- Number of Cal-SOAP students to be served, broken down by intensive and general services for each school
- The Academic Performance Index (API) base number for each school
- The percentage of students receiving free and reduced lunch for each school
- The university going percentage rate for each school (The rates for the University of California and California State University are added to come up with one percentage rate.)

- The community college going percentage rate for each school
- Totals for the student numbers above (The totals shall be provided on the last page of your school list.)
- **Other Service Sites** - While most Cal-SOAP services are provided at school sites, services may be provided at other sites in the community. The consortium is required to provide the Commission with information on other service sites where students and parents are served by the project. This information shall include the following:
 - Name and address for each site
 - Number of Cal-SOAP students receiving intensive and general services
 - Number of Cal-SOAP parents receiving services
 - Totals for each of the above.

If the consortium does not serve students or parents at other service sites, a statement to that effect must be included in the APP.

- **Project Boundaries Map** - Each consortium is required to outline its project boundaries on a California state counties map that is provided by the Commission. This information provides the Commission with an accurate picture of the areas served by each Cal-SOAP project and will be used to update the statewide Cal-SOAP map.

2.3. Consortium and Project Structure Section

Cal-SOAP law requires that each project be operated through a consortium with specific membership. The consortium is required to provide this information as part of the annual program plan and include information on the project's staffing.

- **Membership** - A list of the consortium members (institutions or agencies) broken down by Schools and Districts, California Community Colleges, California Public Universities, Independent Colleges, and Community Agencies shall be provided. List the name of the institution or agency that is a member of the consortium. The specific person who represents the institution or agency on the governing board is listed in the following section of the annual program plan.

Refer to Chapter II, section 1.0 for the policies and requirements on consortium composition and membership.

- **Governing Board** - The Governing Board consists of at least one representative from each institution or agency that is a member of the consortium. The consortium is required to provide information on the person who will represent the member institution or agency and who will sit on the Governing Board during the term of the agreement. The consortium must also identify the officers of the governing board and provide contact information for them. A roster shall be submitted with the required information that includes:
 - The officers of the governing board and contact information for each (The contact information shall be the name of the person, institution or agency they represent, address, phone number and e-mail address.)

- A list of the members sitting on the governing board which includes the person's name and the name of the institution or agency they represent

Refer to Chapter II, section 1.0 for the policies and requirements relating to the Governing Board.

- **Consortium Structure** - To determine how the consortium will oversee the operations of its Cal-SOAP project, the Commission requires that certain information relating to its structure and operations be submitted as part of the annual program plan. The information required shall be submitted as a brief narrative that describes the structure of the consortium and shall include the following:
 - Mission statement, vision or strategic goals established by the governing board
 - A brief description of the function and duties of the governing board, the fiscal agent and the project director
 - A description of the relationships and interaction between the governing board, the fiscal agent, and the project director (Include a copy of the written agreement between the fiscal agent and the consortium as an attachment to the annual program plan.)
 - A description of the method or process by which the consortium and governing board will carry out their duties
 - A statement of how often the board will meet
 - An explanation of any differences or changes in partner participation levels (List any changes in membership and comment on the reason for the change.)

Refer to Chapter II, section 1.0 for the policies and requirements relating to consortium structure and responsibilities.

- **Consortium Bylaws** - The consortium is required to operate by a set of rules for governing its own meetings and affairs. These rules, called bylaws, are based on the project's distinct structure. The annual application shall include a copy of the current bylaws that the consortium shall use to guide the operation of the project for the current year.

Refer to Chapter II, section 1.4 and 1.5 for a description of bylaws and the minimum content requirements.

- **Project Staffing** - It is the responsibility of the consortium to staff its project with an adequate number of qualified persons to administer and operate the activities of the project so as to satisfactorily provide the services presented in the annual program plan.

Staffing information shall be submitted via an organizational chart or a listing of employees. The information shall include the following:

- Names and titles
 - Employment time-base (full or part-time)
 - Number of students working as tutors or advisors
- **Project Director's Resume** - A project's success is attributed, in part, to the ability of the Project Director to provide sound management and effective leadership. The

consortium is responsible for hiring or approving the hire of a Project Director with the background, experience and training necessary to adequately administer a project of its size and complexity. The annual program plan shall include a copy of the project director's resume that outlines his or her background, experience and training.

Refer to Chapter II, sections 2.0, 3.0, 4.0 for the policies and requirements relating to project staffing.

2.4. Project Budget Section

Budget funding levels are not guaranteed but are based on the available annual funding for the Cal-SOAP. Unless notified otherwise, existing consortia may submit plans that assume the same level of funding as the previous year.

- **Preliminary Project Budget**

The annual application process shall include the submission of a preliminary project budget signed and dated by the Governing Board Chairperson and Project Director and should reflect all costs associated with the project's planned activities. The preliminary budget also lists all the project's sources of funding, including the expected local matching resources for the fiscal year. A minimum of 30%, or the equivalent, of each project's state funding allocation shall be allocated for stipends to peer advisors and tutors. The preliminary budget report must be generated using the Statewide Cal-SOAP database system. In October, the consortium will be required to submit a final budget report that includes any necessary adjustments to reflect the most accurate projections of costs for the activities planned.

Refer to Chapter III, section 4.0 for budget related policies and requirements.

- **Budget Narrative**

The budget narrative corresponds to the preliminary budget. The consortium shall provide a brief narrative that explains the details of the budget. This narrative shall be used to explain any significant change from the previous years' budget or provide an explanation of the items included in the budget categories. It shall also include an explanation of any significant change in member contributions (matching resources) from the previous year and the reason for the change.

- **Form A Summary - Matching Resource Contribution Summary**

Each consortium is required to provide resources to match the funding provided by the Commission. Matching resources may be cash or in-kind and are generally contributions from the membership of the consortium. Form A is used to report these matching resource contributions. The annual program plan shall include a completed Form A summary that is generated from the Statewide Cal-SOAP Database System. The original form A's that are dated and signed by the Consortium Chairperson and the institutional representative shall be retained at project headquarters and made available, upon request, to the Commission. The summary submitted with the annual program plan reflects only pledges; actual contributions are cumulated quarterly by the database and a final total reported at year end. The summary shall include the following information:

- Fiscal year
- Consortium member or non-member contribution amount broken down into cash, and/or unrestricted and restricted in-kind contributions
- Total matching resources for each consortium or non consortium member listed
- Date and signatures of the consortium chairperson and project director

Refer to Chapter III, section 2.0 for the policies and requirements relating to matching funds.

2.5. Program Overview Section

- **Activity Report**

The Activity Report is a tool for the consortium's use in planning the project's activities for the year. The Commission will also use this information as an assessment tool to ensure planned activities are appropriate and promote the goals and objectives of the Cal-SOAP. The annual program plan shall include an Activity Report that is generated from the Statewide Cal-SOAP Database System. Following are the two categories of activities in an activity report.

- **Advisement: Increasing Information Availability** - A primary objective of the Cal-SOAP is to increase the availability of information about access to postsecondary educational opportunities and financial aid resources. The annual program plan shall list the consortium's activities that are designed to meet this objective.
- **Academic Support: Raising Achievement Levels** - A principle objective of the Cal-SOAP is to provide services that help raise the academic achievement levels of eligible students to increase their eligibility to participate in postsecondary education. The consortium shall provide a breakdown of the activities designed to meet this objective.

The information provided for each activity category shall include the data elements and information as outlined in section 8, page 11 of the Statewide Cal-SOAP Database System User's Manual.

Refer to Chapter II, section 6.0 for policies and requirements relating to Cal-SOAP outreach services.

- **Fiscal Year Calendar of Events**

A calendar that shows when the project intends to carry out its planned activities shall be provided. The calendar shall include the month and a description of the activity. This calendar shall provide an overview of the events scheduled for the agreement year and reflect the activities outlined in the activity reports submitted with the APP. Include only planned events on the calendar not administrative functions. The events may include parent meetings, college visits, college fairs, intersegmental events, etc.

- **Narrative**

The program overview section of the annual program plan shall include a narrative that describes the services to be provided and how they are to be delivered. The information shall include the following:

- Any changes anticipated in the program or service area
- Who gets intensive services and how they receive services
- Evaluation criteria that will be used to show the success of the project's activities

2.6. Other Program Requirements Section

The annual program plan shall include information that allows the Commission to determine the project's compliance with the requirements for peer advisors and tutors, secondary school staff involvement, minimizing duplication of services and the maintenance of a database.

• Peer Advisors and Tutors

The legislature determined that providing stipends to low income college students who provide the tutoring and advising services of Cal-SOAP, is a cost effective method of increasing access and providing student financial aid. Based on that assertion, the law requires that a minimum of 30%, or the equivalent, of each project's state funded portion of the budget be allocated for stipends to peer advisors and tutors who work with secondary school students, are currently enrolled in a postsecondary school, and have demonstrated financial need. In this section of the annual program plan the consortium shall describe how 30% or the equivalent of the project funding will be allocated for stipends to peer advisors and tutors. It shall include a description on the following:

- How will the student employees be selected
- How will the student employees be trained
- Average number of hours worked
- Pay schedule (hourly rate, frequency)
- How services are provided

Refer to Chapter II, section 4.0 and Chapter III, section 3.0 for the policies and requirements relating to peer advisors and tutors.

• Secondary School Staff Involvement

The Cal-SOAP law recognizes that those projects that effectively integrate the objectives of the Cal-SOAP with those of local school districts, best represent the intent of the program to provide services that prepare students for postsecondary education. Therefore, the consortium shall include as part of its annual program plan, a description of how the project's operations effectively integrate the objectives of the Cal-SOAP with those of the local school district(s) in providing services that are essential to preparing students for postsecondary education. The description must include an explanation of how secondary school staff is involved on a daily basis.

• Minimizing Duplication of Services

The Cal-SOAP law recognizes that the intersegmental character of the program serves to generate better communication, understanding, and cooperation resulting in an impact enhanced by the collective effort, while minimizing duplication of services in a geographic area. The law requires each project to work cooperatively with other projects in the program and with the Commission to establish viable student services and sound administrative procedures and to ensure coordination of the activities of the project with existing educational opportunity

programs. In this section of the annual program plan, the consortium shall describe other outreach efforts operating in the consortium's geographic area. It shall also cite ways in which the consortium works cooperatively with its members and partners to minimize duplication of services.

Cal-SOAP Database - Each project is required to maintain a comprehensive student-specific information system on students receiving services through the Cal-SOAP. Cal-SOAP projects are required to use the database implemented in 2002-03 according to the "Statewide Cal-SOAP Database System User's Manual provided by the Commission. The annual program plan shall include a description of how the project uses the database. The description shall include any policies or processes the project has adopted regarding data management and shall include the following information:

- How data entry is accomplished (scantron, manual entry, etc.) and how often this occurs.
- The number of staff members that are assigned to the Database, and their database responsibilities
- A description of your back-up and database maintenance schedule.
- A description of the ways you use the database, other than to input data and generate reports for the Commission.

Refer to Chapter IV, for policies and requirements relating to the database and data maintenance.

2.7. Application Certification and Authorization Statement Section

The annual program plan is completed by including a certification and authorization statement signed and dated by the Consortium's Chairperson and Project Director. The statement shall certify:

- the validity and accuracy of the information provided
- that the application is submitted with the approval and authorization of the consortium's governing board
- that the consortium agrees to comply with the state rules and regulations governing the program, including compliance with this manual and the provisions of the Cal-SOAP agreement between the consortium and the Commission

The consortium shall use the form provided by the Commission.

3.0. CAL-SOAP Agreement (Contract)

The Cal-SOAP contract is an agreement between the Commission and the consortium for a specific state fiscal year for the purpose of providing services through an approved Cal-SOAP project to eligible students in the project service area as outlined in the annual program plan. For the purposes of this manual, agreement and contract are used interchangeably.

3.1. Term

The term of the contract shall be for one state fiscal year, July 1 to June 30.

3.2. Contract Amount

The contract amount for the fiscal year shall be determined by the Commission based on a review and evaluation of the information submitted by the consortium and any other pertinent information the Commission may have available, including but not limited to compliance audits reports.

3.3. Exhibits

The contract shall address the following:

- Scope of Work
- Budget Detail and Payment Provisions
- General State Contract Terms and Conditions
- Any Special Terms and Conditions
- Any Additional Provisions

3.4. Signatures

The Cal-SOAP contract shall be signed by the Executive Director of the Commission and the Project Director and Chair of the Consortium.

3.5. Scope of Work

The consortium agrees to provide to the Commission the operation of a Cal-SOAP project as described in the consortium's annual program plan.

3.6. Budget Detail and Payment Provisions

The Cal-SOAP contract shall address the following:

- Invoicing and payment (refer to Chapter III, section 5.0)
- Required reports (refer to Chapter IV, section 4.0)
- Budget contingencies (refer to Chapter III, section 4.5)
- Prompt payment (refer to Chapter III, section 5.5)

3.7. General Contract Terms and Conditions

The consortium shall review and become familiar with the general contract terms and conditions as outlined in the GTC 304 document which can be accessed at www.ols.dgs.ca.gov/Standard+language. This document addresses the consortium's responsibilities and the requirements in the following areas:

- **Approval** – work cannot be commenced until both parties have signed the agreement and if required, the agreement has been approved by the Department of General.
- **Amendment** – amendments to an agreement must be made in writing and approved and signed by both parties. Oral understandings are not binding on either party if they are not incorporated into the agreement.

- **Assignment** – the agreement is not assignable without prior written agreement from the State.
- **Audit** – rights of the Department of General Services and Bureau of State Audits to review records and supporting documentation for the performance of the agreement.
- **Indemnification** – indemnifies the Commission and its officers and employees from any and all claims and losses to the consortium, its subcontractors, suppliers etc in connection with the performance of the agreement.
- **Disputes** – requires the Consortium to continue with its responsibilities under the contract during any disputes
- **Termination for Cause** – provides for the Commission to terminate the agreement and relieve it from any payments should the Consortium fail to perform the requirements of the agreement.
- **Independent Contractor** – clarifies the role of the Consortium under the agreement as an independent contractor not as officers or employees of the Commission.
- **Recycling Certification** – requires the Consortium to certify in writing the minimum percentage of recycled content used in the performance of the agreement.
- **Non-Discrimination Clause** – addresses non-discrimination requirements of the Consortium and any subcontractors. Requires nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.
- **Certification Clauses** – incorporates the contractor certification clauses contained in the document CCC 304 by reference and makes it a part of the agreement.
- **Timeliness** – establishes that time is of essence in the agreement.
- **Compensation** – provides that the consideration paid to the Consortium as the contractor under the agreement is compensation for all of the Consortium's expenses incurred in the performance of the agreement, including travel, per diem and taxes, unless otherwise expressly provided.
- **Governing Law** – The agreement is governed by and interpreted in accordance with the laws of the State of California.
- **Antitrust Claims** – addresses the requirements applicable when the consortium uses competitive bids for purchase of services or goods.
- **Child Support Compliance Act** – requires the Consortium to comply with the state's child support requirements including wage assignment orders and providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- **Unenforceable Provision** – provides for the enforceability of all of the other provisions of the agreement in the event any provision is found unenforceable.
- **Union Activities** – addresses the applicability to the agreement of Government Code Section 16645 through 16649 relating to union activities.

3.8. Special Terms and Conditions

The Cal-SOAP contract shall address any special terms and conditions. The applicable special terms and conditions to this agreement are as follows:

- **Excise tax** - The State of California is exempt from federal excise taxes, and no payment shall be made for any taxes levied on employees' wages. The State shall pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to the Cal-SOAP contract. California may pay any applicable sales and use tax imposed by another state.

- **Settlement of Contract Disputes** - In the event of a contract or agreement dispute or grievance between the Consortium and the State Contract Manager, the established procedures as outlined in Chapter VIII, section 3.0 shall be followed by both parties.
- **State Liability** - The consortium warrants by execution of the contract, that no person or selling agency has been employed or retained to solicit or secure the contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide business. For breach or violation of this warranty, the Commission/State shall, in addition to other remedies provided by law, have the right to annul the Cal-SOAP contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- **Potential Subcontractors** - Nothing contained in the contract or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Consortium of its responsibilities and obligations. The Consortium agrees to be as fully responsible to the Commission/State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consortium. The Consortium's obligation to pay its subcontractors is an independent obligation from the Commission/State's obligation to make payments to the Consortium. As a result, the Commission/State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractors.
- **Assignment of Contract** - Each subcontractor or assignment approved by the State Contract Manager shall contain a provision prohibiting further assignments to any third party or subsequent tier subcontractor or assignee without additional written approval by the State Contract Manager. The State Contract Manager's consent to one or more such assignments, novations, or subcontracts shall not constitute a waiver of, or diminution of the absolute power to approve each and every subsequent assignment, novation, or subcontract.
- **Proposed Subcontractors** - The consortium shall submit any proposed subcontractors not originally identified in the consortium's project proposal, or any substitution of subcontractors to the Commission for its approval prior to the consortium entering into same.
- **Termination of a Subcontractor** - Upon termination of any subcontractor, the Commission/State shall be notified immediately.
- **Audits on Subcontractors by State Auditor General** - All subcontracts entered into pursuant to this contract shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment under the contract.

3.9. Additional Contract Provisions

The contract between the Commission and a Cal-SOAP consortium shall address any special or additional contract provisions. Where noted, the consortium shall refer to the chapter and section of this manual for the policies and requirements relating to the subject listed.

- **Equipment** – Chapter III, section 6.0.
- **Force Majeure** – Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitutes default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

- **Reimbursement Restrictions** – Chapter III, section 5.8.
- **Travel** – Chapter III, section 7.0.
- **Property Improvements** – payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property when such work would enhance the value of the property to the benefit of the owner.
- **Ownership of Data** – Chapter IV, section 6.1.
- **Copyright** – Chapter IV, section 6.2.
- **Disputes** – Chapter VIII, section 1.0.
- **Notice** – Chapter VIII, section 2.4.
- **Termination** – Chapter VIII, section 2.0.

Chapter VI. Fiscal Accounting and Internal Controls

1.0. Fiscal Accountability and Responsibility

Upon signing an agreement to participate in the Cal-SOAP, a consortium assumes the fiduciary responsibility for the proper accounting and safeguarding of the program funds.

1.1. Accounting System

The consortium shall maintain and document an accounting system that conforms to generally accepted accounting principles and practices and allows the Commission to determine adherence to fiscal responsibility. Documentation requirements include items such as:

- Cash receipts and disbursement journals
- Bank account reconciliation
- Evidence of receipt of funds by recipients or credit of funds to recipients
- Evidence of expenditures of funds and all supporting documentation
- All other accounting records necessary to account for all transactions

1.2. Designated Cal-SOAP Fund Account

The consortium shall maintain all Commission Cal-SOAP funds in a separate designated account. Cal-SOAP funds may be maintained in an account that includes various sources of funds as long as the Cal-SOAP funds are readily identifiable by the use of subsidiary ledgers.

1.3. Separation of Duties

The fiscal accounting functions shall ensure that receivables, deposits, invoice payment, check creation and bank reconciliations are performed by different personnel as applicable.

2.0. Fiscal Compliance Monitoring

Compliance monitoring includes developing, implementing, and maintaining policies and procedures that ensure that all expenditures made on behalf of the Cal-SOAP are in compliance with the Cal-SOAP law and the program requirements as outlined in this manual.

2.1. Responsibility for Fiscal Compliance Monitoring

Responsibility for program compliance rests primarily with the project's Governing Board and its delegation of certain responsibilities to the Project Director. In consultation with the Fiscal Agent, the Governing Board shall define the role of the Fiscal Agent in the compliance monitoring process.

2.2. Elements of Compliance Monitoring

Compliance monitoring shall include:

- Authorization of expenditures by persons with a sufficient knowledge of the Cal-SOAP law to determine that the transaction is in compliance
- Authorization of personnel actions
- Periodic monitoring of expenditure reports to verify the validity of charges
- Reviewing the time charged by the employees of the program

3.0. Internal Controls

The consortium is responsible for ensuring that the Cal-SOAP project is administered under an adequate system of internal controls which ensure the fiscal integrity of the program.

3.1. Definition of Internal Control

Internal control is the check and balance system employed by the consortium to promote, direct, restrain, govern, and check upon its various activities for the purpose of meeting the Cal-SOAP project objectives. These means of control include, but are not limited to, structure of the organization including reporting relationships, its policies and procedures, type and levels of staff, accounting and budgeting system and processes, and its own process for internal review.

3.2. Administrative and Accounting Controls

The consortium shall maintain basic managerial (administrative) and fiscal (accounting) controls to ensure proper expenditure of funds. Each stage of the Cal-SOAP project cycle requires specific internal controls to provide reasonable assurance regarding the achievement of objectives in the following areas:

- Effectiveness and efficiency of operations
- Reliability of financial reporting data
- Compliance with applicable laws and regulations

3.3. Adequate Internal Controls

Internal controls are adequate if they ensure that:

- Resource use is consistent with laws, regulations, policies, and procedures.
- Resources are safeguarded against waste, loss, and misuse.
- Reliable information is obtained, maintained, and fairly disclosed in reports.

3.4. Internal Controls Specific to the Cal-SOAP Projects

Each project is required to establish a system of internal controls. Following are examples of internal controls specific to the Cal-SOAP:

Application Process

- The Cal-SOAP application and contract are reviewed by the appropriate administrative levels of staff to ensure the accuracy of the information submitted to the Commission.

- The budget is reviewed by the appropriate administrative levels of staff before the budget is submitted to ensure all program and financial components are included.
- Commitments for a cash match are approved by the Governing Board.

Contract/Agreement

- The governing board, fiscal agent, project director, and program staff review the contract provisions and are familiar with the laws and regulations that apply to the Cal-SOAP project.

Budget Report

- The final Cal-SOAP budget is in agreement with the terms of the annual program plan.
- The salary and benefit information are confirmed with the fiscal agent.
- Cal-SOAP project staff ensures that all program elements are included in the budget at appropriate funding levels.
- The budget is amended immediately when notification is received from the Commission of a change in funding.

3.5. Internal Fiscal Controls

Each project shall establish internal fiscal controls that provide management with assurance that Cal-SOAP funds are safeguarded from unauthorized use. Following are examples of internal fiscal controls:

Cash Receipts

- Policies and procedures relating to the handling of cash receipts are maintained.
- There is a separation of duties over the cash receipts function.
- Cash items are adequately controlled, upon receipt, to prevent misappropriation of funds.
- Procedures are in place to ensure that all collections are deposited intact in an approved depository or are otherwise adequately safeguarded.
- Cash receipt transactions are correctly recorded in the accounting records, and reconciliation of subsidiary balances to control totals is performed on a regularly scheduled basis.

Accounts Receivable

- Policies and procedures relating to accounts receivables are maintained.
- There is a separation of duties over the receivables function.
- Procedures are in place to ensure that receivables are established for amounts due and that amounts are billed timely for goods or services provided or amounts otherwise due.

Cash Disbursements

- Policies and procedures relating to cash disbursements are maintained, including procedures for the proper reconciliation of bank accounts.
- There is a separation of duties over the cash disbursements function.

- Updated authorizations are maintained.
- Bank reconciliations are prepared and reviewed monthly.
- Blank checks and check-signing machines are safeguarded from unauthorized use.
- Full accountability of check stock is maintained.
- Cash disbursements are properly substantiated and documented (including revolving fund expense disbursements, e.g., payments to vendors offering discounts, refunds, etc.).
- Cash disbursements are properly recorded in the accounting records.

Revolving Fund (i.e. petty cash)

- Policies and procedures relating to revolving funds are maintained.
- The amount advanced to the revolving fund does not exceed authorized amounts, and the fund is commensurate with the needs of the project.
- Revolving funds are used for authorized purposes and properly controlled.
- Accountability for the revolving fund is maintained.

Personnel/Payroll

- Policies and procedures relating to personnel and payroll are maintained.
- There is a separation of duties over the personnel/payroll function.
- Updated authorizations are maintained.
- Attendance records support all salary payments including regular payroll, overtime and shift differential.
- Employee records are properly maintained.
- Procedures provide adequate control over undeliverable salary warrants.

Fund Account Reconciliation

- All funds received from or returned to the Commission are reconciled against the consortium records.

Chapter VII. Records Inspections and Compliance Reviews

To ensure compliance with program requirements, the Commission conducts compliance reviews of the Cal-SOAP projects. This chapter of the manual will provide the consortium with information on the Commission's records inspections and access requirements as well as general information on the Cal-SOAP compliance review process.

The information provided in this chapter of the Cal-SOAP Manual is a general overview of the program compliance review process and is not intended to be all-inclusive or to limit the scope of the review. Therefore, the absence of compliance items here does not relieve the consortium of its obligation to comply with all applicable laws and regulations, this Cal-SOAP Manual, or any other written procedures and policies issued by the Commission.

1.0. Inspections Requirements and Access

By entering into an agreement to participate in the Cal-SOAP, the consortium agrees to cooperate with the Commission, or its designee in the conduct of program reviews in order to ensure that the consortium is operating the Cal-SOAP project in compliance with the requirements of the program, including but not limited to, the provisions of the agreement, laws governing the program, and the policies and requirements outlined in this manual.

1.1. Access to Records and Staff

The consortium shall provide timely access to the Commission, Department of General Services, the Bureau of State Audits or their designated representative, for examination and copying of requested records, including but not limited to computerized records and records reflecting transactions with any financial institution with which the consortium, its fiscal agent or other members of the consortium deposits or has deposited any Cal-SOAP funds. The consortium shall also provide access to any pertinent books, documents, papers, or computer programs. The consortium shall also provide reasonable access to personnel associated with the consortium's administration of the Cal-SOAP project for the purpose of obtaining relevant information.

1.2. Definition of Reasonable Access to Staff

Reasonable access to staff is defined as allowing staff to supply all relevant information and permitting interviews with staff without the presence of management.

2.0. Program Compliance Reviews

One method the Commission uses to ensure the integrity of the Cal-SOAP is the performance of program compliance reviews. Following is an overview of the program compliance review process.

2.1. Purpose of the Review

The purpose of the program compliance review is to evaluate the consortium's administration of the Cal-SOAP project and to ensure compliance with applicable laws, policies, agreements and the requirements outlined in this manual. Additionally, the program compliance review is conducted to provide information and feedback to consortium staff to assist them in taking corrective action, if necessary.

Through interviews and reviews of records, compliance staff, analyzes the adequacy and enforcement of the consortium established internal controls. These controls help safeguard the operational and fiscal integrity of the Cal-SOAP.

2.2. Focus of the Review

The principle objective of a compliance review is to improve overall administration of the Cal-SOAP project. A review will focus on whether the consortium is in compliance with the general, program and administrative and accounting control requirements of the Cal-SOAP including the policies and requirements as outlined in this manual. Some of the areas reviewed are consortium structure and governance, eligibility of tutors, and fund matching requirements. The review also focuses on the internal controls the consortium has implemented to safeguard the Cal-SOAP funds, including but not limited to, a review of accounting records, payment documents, and accounting processes and procedures.

2.3. Selection for Compliance Review

A Cal-SOAP consortium will generally be selected for review based on any of the following criteria:

- Timeframe from the date of the last review
- Findings identified in a prior review
- Referral - The Commission's Cal-SOAP Office may request a review due to problems identified internally. For example, not submitting required reports or discrepancies noted in the information submitted by the consortium.

The Commission reserves the right to perform unannounced program compliance reviews when deemed necessary.

2.4. The Program Compliance Review Process

The program compliance review process, except for unannounced program compliance reviews, encompasses the phases outlined below.

2.5. Initial Contact and Engagement Letter

The Project Director will be contacted to schedule a review date and establish a contact person. An Engagement Letter will confirm the date, include the name of the compliance auditor(s) who will perform the review, as well as request certain written material from the consortium prior to

the on-site review. The information submitted by the consortium is reviewed by the compliance staff to become familiar with the consortium's operation in preparation for the field work.

2.6. On-Site Review

A compliance review will include a site visit lasting approximately 1 to 2 weeks depending on the complexity of the Cal-SOAP project, the number of offices, staff contacted, and the records to be examined.

2.7. Entrance Interview

The on-site review begins with an entrance interview. The compliance staff conducts an entrance interview with the Project Director, Governing Board Chair, Fiscal Agent and any other pertinent Cal-SOAP project staff. During the entrance interview the compliance staff will describe the compliance review process. In addition, the compliance staff will also collect additional information on the consortium's policies and procedures to be used in conducting the review.

2.8. Documenting the Review

The Commission compliance staff will examine all documentation submitted by the consortium as well as any other relevant information. The compliance staff will also interview project staff to clarify or resolve any questions. During this phase of the review, the compliance staff analyzes the records and compiles review findings.

2.9. Offices Contacted During a Review

Several Offices involved with the Cal-SOAP project will be contacted during the course of a compliance review. Following are some of the offices contacted:

- Offices of the Cal-SOAP Project
- Fiscal Agent
- Members of the Consortium
- Additional offices as necessary

2.10. Written Pre-Exit Document

Compliance staff will provide a written "pre-exit" document that lists questions, comments and draft non-compliance issues to the consortium contact. The contact person will have an opportunity to provide a written explanation and any necessary supporting documentation.

2.11. Exit Interview

At the conclusion of the field work, the compliance staff will conduct an exit interview with the Project Director, Governing Board Chair, Fiscal Agent representative and any other appropriate staff. During the exit interview the compliance staff will discuss findings, recommend corrective actions, convey potential liabilities and provide a preliminary timeframe for receipt of the program compliance review draft report.

2.12. The Program Compliance Review Report

After the field work is completed, the Commission compliance staff will issue a written draft report. The report summarizes the compliance staff's examination of records and procedures, and identifies specific findings, required actions, and recommendations. The consortium must respond to the report by:

- Providing a clarifying response to any particular finding
- Indicating the corrective actions taken
- Providing updated policies and procedures
- Paying any liabilities noted.

2.13. Recovery of Liabilities

The Commission may assess liabilities against the consortium due to errors or omissions resulting from use of Cal-SOAP funds for, among other things, ineligible activities or providing services to students that do not meet program requirements.

2.14. Payment of Liabilities

If a compliance review results in a monetary liability, the consortium may submit the repayment to the Commission along with the response to the program compliance review report. To ensure that funds are properly credited and individual accounts updated, the consortium shall provide the following with the payment:

- Consortium name
- Repayment amount
- Consortium agreement number
- Academic year
- Brief description indicating repayment reason
- Program Compliance Review # on check

The check shall be made payable to the California Student Aid Commission and mailed to:

California Student Aid Commission
Attn: Charles Wood, Program Compliance Manager
10834 International Drive
Rancho Cordova, CA 95670

2.15. Final Report and Review Closure

Once the consortium has responded satisfactorily to all the draft report findings, and any liabilities have been paid, the Commission will close the review by issuing a final report to the consortium.

2.16. Examples of Program Compliance Review Findings

The following are examples of some program compliance review findings.

Governance

- The Consortium Board Not Operating Like A Governing Board.

The governing board of each Cal-SOAP project is required to, among other things, establish management policy, provide direction to the project, set budgetary priorities and assume responsibilities for securing the matching funds. Refer to Chapter II, General Requirements, page 2 for the policies and requirements relating to the responsibilities of a governing board.

- Bylaws Deficient and Not Current

The consortium is required to establish and follow a set of rules for governing its own meetings and affairs. These bylaws shall be based on the project's distinct structure, kept current and reflect the board's current practices. Refer to the policies and requirements relating to the bylaws in Chapter II, section 1.4 and 1.5, pages 1-2.

- Undocumented Board Meetings

The consortium's governing board is required to maintain minutes of its meetings. The minutes shall include the decisions made and actions taken in the board's administration of the Cal-SOAP project. Refer to Chapter II, General Requirements, page 2 relating to the policies and requirements relating to the responsibilities of a governing board.

- Board Meetings Minutes Not Reflecting Formal Governing Decision Making.

The Board is responsible for the administration of the Cal-SOAP project. This responsibility includes active participation and decision-making over the activities of the project. Refer to Chapter II, General Requirements, page 2, for the responsibilities of a governing board.

- Governing Board Not Comprised of the Required Membership.

Each project shall be operated through a consortium that involves at least one secondary school district office, at least one four-year college or university, at least one community college and at least one of the following agencies: a non-profit educational counseling or community agency, or a private, accredited vocational or technical school. Refer to Chapter II, General Requirements, page 2, relating to the governing board composition requirements.

Fiscal Accounting and Internal Controls

- Equipment Not Properly Identified As Property Of The State of California.

Equipment purchased with Cal-SOAP funds is required to be "tagged" with information identifying the equipment as the property of the State of California. Refer to Chapter III, section 6, pages 8-9 for the requirements and policies relating to equipment.

- No Written Cal-SOAP Procedures.

The consortium is required to document via procedures and policies the internal controls that it has established and implemented for safeguarding the operational and fiscal integrity

of the Cal-SOAP project. Refer to Chapter IV, section 3 for the policies and requirements relating to internal controls.

- No Written Agreement Between The Consortium And The Fiscal Agent.

The duties and responsibilities of the consortium's fiscal agent shall be clearly defined in a written agreement between the consortium and its fiscal agent. Refer to Chapter II, section 3 for the policies and requirements relating to the fiscal agent and the written agreement.

- Untimely Submittal of Reimbursement Requests

Reimbursement requests are required to be submitted either monthly or quarterly, in arrears. All reimbursement requests shall be prepared and submitted in accordance with authorized expenditures for actual expenses incurred. Refer to Chapter III, section 5 for the policies and requirements relating to reimbursement requests.

- Actual In-Kind Match Not Properly Documented

Each consortium is required to systematically account for the receipt and expenditure of matching funds provided by supporting institutions. The expenditure of matching funds constitutes an integral part of each project's operation and its fiscal reporting to the Commission. Matching funds shall be clearly calculated, tracked and documented. If the consortium's procedure is to document the matching resources by completing a form, that form shall be retained. Refer to Chapter IV, sections 2.4 and 2.5 the policies and requirements relating to the documentation relating to matching funds.

- Discrepant Calculations Of The Payments To Tutors

The consortium is required to monitor and maintain fiscal records that document financial transactions that include salaries and fringe benefits of student employees who provide services through the Cal-SOAP project. In addition, internal controls shall be implemented that will ensure that tutor timesheets are accurate prior to payment approval. Refer to Chapter VI, section 1.0 for the policies and requirements relating to fiscal responsibility.

Agreement/Contract

- Travel Reimbursements Exceeded Cal-SOAP Agreement Allowances.

The Cal-SOAP agreement requires that travel expenses be reimbursed at the agreement rates. Refer to Chapter III, section 7.0 for policies relating to travel reimbursements.

Chapter VIII. Contract Disputes and Termination

It is the Commission's fiduciary and administrative responsibility to protect the integrity of and ensure a viable Cal-SOAP that is meeting the needs of the population of the program it is to serve and the mandates of the law that established it.

Cal-SOAP projects are expected to comply with the program's requirements and the provisions of the Cal-SOAP project agreement at all times which includes all applicable laws, regulations, policies and procedures governing the program. It also includes compliance with the policies and requirements contained in this manual.

This chapter addresses the procedures that shall be followed and the policies and requirements applicable to contract disputes and the termination of the Cal-SOAP agreement.

1.0. Contract Disputes

If there is a dispute or grievance between the Consortium and the Commission arising out of or relating to the Cal-SOAP agreement, the following policies and procedures shall be followed.

1.1. State Contract Manager

The State Contract Manager is the manager responsible for the administration of the Cal-SOAP agreements. For the purpose of this section, the Contract Manager is the Commission's Chief of Outreach and Training or designee.

1.2. Supervisor

The Supervisor is the person to whom the State Contract Manager directly reports.

1.3. First Level of Dispute Process

The Consortium shall first discuss and attempt to resolve the issue informally with the State Contract Manager. If the problem cannot be resolved at this level, the Consortium shall submit in writing, a grievance report together with any evidence to the Contract Manager's Supervisor. The grievance report shall state the issues in the dispute, the legal authority, or other basis for the Consortium's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Consortium, the Supervisor shall make a determination on the problem, and shall respond in writing to the Consortium indicating the decision and reasons therefore. Should the Consortium disagree with the Supervisor's decision, the Consortium may appeal to the second level.

1.4. Second Level of Dispute Process

The Consortium shall submit a letter of appeal to the Commission's Executive Director explaining why the Supervisor's decision is unacceptable. The letter shall include, as an attachment, copies of the Consortium's original grievance report, evidence originally submitted, and response from Supervisor. The Consortium's letter of appeal shall be submitted within ten

(10) working days of the receipt of the Supervisor's written decision. The Commission's Executive Director or designee shall, within twenty (20) working days of receipt of the Consortium's letter of appeal, review the issues raised and shall render a written decision to the Consortium. The decision of the Commission's Executive Director or designee shall be final.

2.0. Termination

If the Commission determines that it is in the best interest of the State or the Cal-SOAP to terminate a Consortium's agreement or if the Consortium wishes to cease operations or terminate the agreement, the following policies and procedures shall be followed.

2.1. Terminating the Agreement

The Commission or the Consortium may, at their option, terminate the Cal-SOAP agreement at any time upon giving thirty (30) days advance notice, in writing, to the other parties in the manner specified in the contract notice section 2.3 of this chapter. In such event, the Consortium agrees to use all reasonable efforts to mitigate expenses and obligations hereunder. In such event, the Commission shall pay the Consortium for all satisfactory services rendered and expenses incurred prior to the notice of termination, which could not, by reasonable efforts of the Consortium, have been avoided, but not in excess of the agreement maximum payable. In such event, the Consortium agrees to relinquish possession of equipment or any other assets as provided by the terms of the Cal-SOAP agreement.

2.2. Contract Termination due to Gratuities being Offered or Given by the Consortium to State Employees

The Commission may, by written notice to the Consortium, terminate the rights of the Consortium to proceed under the Cal-SOAP agreement if it is found that gratuities were offered or given by the Consortium to State employees. Notice shall be given and a hearing held by the Commission, or by the Executive Director of the Student Aid Commission or his duly authorized representative. Offer of gratuities by the Consortium to any officer or employee of the State with a view toward securing a Cal-SOAP agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of the agreement is against state policy and considered an incompatible activity. In the event the agreement is terminated as provided herein, the Commission shall be entitled to pursue the same remedies against the Consortium as it could pursue in the event of the breach of the agreement by the Consortium, in addition to any other damages to which it may be entitled by law. The rights and remedies of other parties provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

2.3. Termination for Cause

The Commission may terminate the agreement and be relieved of any payments should the Consortium fail to perform the requirements of the agreement at the time and in the manner provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. All costs to the Commission shall be deducted from any sum due the Consortium under the agreement and the balance, if any, shall be paid to the Consortium upon demand.

2.4. Contract Notice

Notice of either party may be given by properly addressed certified mail, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when delivered unless a legal holiday for the Commission offices commences during said 24-hour period, in which case the effective time of the notice shall be postponed 24 hours for each intervening day. For notice purposes, the Commission's name and address is:

California Student Aid Commission
10834 International Drive
Rancho Cordova, CA 95741-9026

2.5. Required Actions by the Consortium upon Notice of a Termination Action

Upon receipt of the action the Consortium shall do the following:

- Stop work under the agreement on the date and to the extent specified in the notice of termination,
- Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- Assign to the Commission, in the manner and to the extent directed by the State Contract Manager, all of the right, title and interest of the Consortium under the orders or subcontracts so terminated, in which case the Commission shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts:
- With the approval or ratification of the State Contract Manager, to the extent requested, which approval or ratification shall be final and conclusive for all purposes of this clause, settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the Cal-SOAP agreement;
- Transfer possession and title to the Commission (to the extent that title has not already been transferred) and deliver in the manner, at the times and to the extent directed by the State Contract Manager, (1) all files, data manuals or other documentation, in any form, that relate solely to the work terminated by the notice of termination; and (2) any forms and other similar tangible assets acquired in respect to performance of the work terminated by the notice of termination.
- Complete the performance of such part of the work as shall not have been terminated by the notice of termination; and,
- Take such action as may be necessary, or as the State Contract Manager may direct, for the protection and preservation of the property related to the Cal-SOAP

agreement which is in the possession of the Consortium and in which the Commission has or may acquire an interest.

2.6. Termination Expense Claim

After receipt of a notice of termination, the Consortium shall submit to the State Contract Manager its Termination Claim as prescribed by the State Contract Manager. Such claim shall be submitted promptly but in no event later than within 90 days from the effective date of termination, unless one or more extensions in writing are granted by the State Contract Manager upon request of the Consortium made in writing within such 90 day period or authorized extension.

However, if the State Contract Manager determines that the facts justify such action, he/she may receive and act upon any such termination claim at any time after such 90 day period or any extension. Upon failure of the Consortium to submit its Termination Claim within the time allowed, the State Contract Manager may, subject to any review required by the Commission's procedures in effect at the date of execution of this termination, determine, on the basis of information available to him/her, the amount, if any, due to the Consortium by reason of the termination and shall thereupon cause to be paid to the Consortium the amount so determined.

2.7. Agreement of Termination Claim Amounts

Subject to the provisions of the Termination Claim section above, and subject to any review required by the Commission's procedures in effect as of the date of execution of the agreement, the State Contract Manager may agree upon the amounts to be paid to the Consortium by reason of the total or partial termination of work.

2.8. Failure to Agree on Termination Claim Amounts

In the event of the failure of the Consortium and the State Contract Manager to agree in whole or in part as provided in the Agreement of Termination Claim Amounts section 1.0 above as to the amounts, with respect to costs to be paid to the Consortium in connection with the termination of work, the State Contract Manager shall determine on the basis of information available to him/her the amount, if any, due to the Consortium by reason of termination and shall pay to the Consortium the amount so determined.

2.9. Right to Appeal Determination Made by the State Contract Manager

The Consortium shall have the right to appeal under the Disputes section 1.0 described above any such determination made by the State Contract Manager, except that if the Consortium has failed to request extension of such time, it shall have no such right of

appeal. If the Consortium has made such determination of the amount due, the Commission shall pay to the Consortium the following:

- If there is no right of appeal or if no timely appeal has been taken, the amount so determined by the State Contract Manager, or
- If an appeal has been taken, the amount finally determined on such appeal.

2.10. Deductions in the Termination Claim Amount Due

In arriving at the amount due the Consortium under this clause, there shall be deducted:

- Any claim which the Commission may have against the Consortium in connection with the agreement, and
- The agreed price for, or the proceeds of sale of, any materials, supplies or other things acquired by or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to the Commission.

2.11. Partial Payments on a Termination Claim

The Commission may, from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Consortium in connection with the terminated portion of the agreement whenever, in the opinion of the State Contract Manager, the aggregate of such payments shall be within the amount to which the Consortium will be entitled. If the total of such payments is in excess of the amount finally determined to be due, such excess shall be payable by the Consortium to the Commission upon demand, together with interest computed at the rate the Commission would have earned had the excess payment not occurred, for the period from the date excess payment is received by the Consortium to the date on which such excess is repaid to the Commission.